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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

KELLY ROBINSON,

Plaintiff,

v.

FISHER, et al.,

Defendants.

2:23-cv-09405-DSF-AJR

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER¹

Judge: The Hon. A. Joel Richlin
Trial Date: Not Set
Action Filed: 11/07/2023

¹ This [Proposed] Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge A. Joel Richlin's Procedures.

1 1. **GENERAL**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the Court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
12 does not entitle them to file confidential information under seal; Civil Local Rule 79-
13 5 sets forth the procedures that must be followed and the standards that will be
14 applied when a party seeks permission from the court to file material under seal.

15 1.2 Good Cause Statement. This action is likely to involve materials which
16 concerns or relates to the processes, operations or work of the California Department
17 of Corrections and Rehabilitation and its employees and agents (collectively
18 “CDCR”), the disclosure of which may have the effect of causing harm or
19 endangering the safety of CDCR staff, inmates, or third persons. Disclosure will also
20 undermine the ability of CDCR to conduct investigations. Additionally, Plaintiff is
21 currently in CDCR custody and providing him access to certain sensitive information
22 creates safety and security concerns. Such confidential materials and information
23 consist of, among other things, information about confidential informants, prison
24 procedures for investigating use-of-force incidents, prison procedure for
25 investigating inmate grievances, prison procedures for investigating inmates accused
26 of misconduct, and other information that is only available to staff on a need-to-know
27 basis, not provided to inmates, and which may be privileged or otherwise protected
28 from disclosure under state or federal statutes, court rules, case decisions, or common

1 law. Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonably necessary uses of such material in preparation for
5 and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this
7 matter. It is the intent of the parties that information will not be designated as
8 Confidential or Attorneys' Eyes Only for tactical reasons and that nothing be so
9 designated without a good faith belief that it has been maintained in a confidential,
10 non-public manner, and there is good cause why it should not be part of the public
11 record of this case.

12

13 **2. DEFINITIONS**

14 2.1 Action: this pending federal lawsuit.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.3 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
18 Items: extremely sensitive information (regardless of how it is generated, stored or
19 maintained) or tangible things that qualify for protection under Federal Rule of Civil
20 Procedure 26(c), and as specified above in the Good Cause Statement, and that
21 disclosure of which to another Party or Non-Party would create a substantial risk of
22 serious harm that could not be avoided by less-restrictive means. Additionally, the
23 information concerns CDCR's internal affairs, investigatory tactics, and third parties
24 which is not provided to inmates for safety and security reasons.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
26 their support staff).

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1 2.5 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4 2.6 Disclosure or Discovery Material: all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 2.8 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.9 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.10 Outside Counsel of Record: attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm that
19 has appeared on behalf of that party, including support staff.

20 2.11 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.13 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.14 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5

6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 Furthermore, the protections conferred by this Stipulation and Order shall not
13 be construed as requiring any Party to produce materials that are otherwise protected
14 by an applicable privilege, such as the attorney-client privilege, work-product
15 doctrine, or the official-information privilege.

16 Any use of Protected Material at trial shall be governed by the orders of the
17 trial judge. This Order does not govern the use of Protected Material at trial.

18

19 **4. DURATION**

20 Once a case proceeds to trial, all of the court-filed information to be introduced
21 that was previously designated as confidential or maintained pursuant to this
22 protective order becomes public and will be presumptively available to all members
23 of the public, including the press, unless compelling reasons supported by specific
24 factual findings to proceed otherwise are made to the trial judge in advance of the
25 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.
26 2006) (distinguishing “good cause” showing for sealing documents produced in
27 discovery from “compelling reasons” standard when merits-related documents are
28 part of court record). Accordingly, the terms of this protective order do not extend

1 beyond the commencement of the trial.

2 If Plaintiff's counsel withdraws at any point and Plaintiff proceeds *pro se*, all
3 Protected Material shall be returned to Defendants or destroyed. Plaintiff's counsel
4 shall provide written notification to the Producing Party that the documents have
5 been returned or destroyed within 30 days of withdrawal as counsel.

6

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**
9 Each Party or Non-Party that designates information or items for protection under
10 this Order must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, items, or oral or written
13 communications that qualify so that other portions of the material, documents, items,
14 or communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating
20 Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 **Manner and Timing of Designations.** Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix, at a minimum, the legend
5 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL
6 – ATTORNEYS’ EYES ONLY” legend), to each page that contains protected
7 material. If only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and
13 before the designation, all of the material made available for inspection shall be
14 deemed “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
15 Party has identified the documents it wants copied and produced, the Producing Party
16 must determine which documents, or portions thereof, qualify for protection under
17 this Order. Then, before producing the specified documents, the Producing Party
18 must affix the “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend” to each
19 page that contains Protected Material. If only a portion or portions of the material on
20 a page qualifies for protection, the Producing Party also must clearly identify the
21 protected portion(s) (e.g., by making appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify
23 the Disclosure or Discovery Material on the record, before the close of the
24 deposition. When it is impractical to identify separately each portion of testimony
25 that is entitled to protection and it appears that substantial portions of the testimony
26 may qualify for protection, the Designating Party may invoke on the record (before
27 the deposition, hearing, or other proceeding is concluded) a right to have up to 21
28 days to identify the specific portions of the testimony as to which protection is

1 sought and to specify the level of protection being asserted. Only those portions of
2 the testimony that are appropriately designated for protection within the 21 days
3 shall be covered by the provisions of this Stipulated Protective Order. Alternatively,
4 a Designating Party may specify, at the deposition or up to 21 days afterwards if
5 that period is properly invoked, that the entire transcript shall be treated as
6 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 Parties shall give the other parties notice if they reasonably expect a
8 deposition, hearing or other proceeding to include Protected Material so that the
9 other parties can ensure that only authorized individuals who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
11 proceedings. The use of a document as an exhibit at a deposition shall not in any
12 way affect its designation as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 Transcripts containing Protected Material shall have an obvious legend on the
14 title page that the transcript contains Protected Material, and the title page shall be
15 followed by a list of all pages (including line numbers as appropriate) that have
16 been designated as Protected Material and the level of protection being asserted by
17 the Designating Party. The Designating Party shall inform the court reporter of
18 these requirements. Any transcript that is prepared before the expiration of a 21-day
19 period for designation shall be treated during that period as if it had been designated
20 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
21 agreed. After the expiration of that period, the transcript shall be treated only as
22 actually designated.

23 (c) for information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or
27 portions of the information warrants protection, the Producing Party, to the extent
28 practicable, shall identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time that is consistent with the Court's
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly
14 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

15 6.3 Burden. The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
18 may expose the Challenging Party to sanctions. Unless the Designating Party has
19 waived or withdrawn the confidentiality designation, all parties shall continue to
20 afford the material in question the level of protection to which it is entitled under
21 the Producing Party's designation until the Court rules on the challenge.

22

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 Information or Items. Unless otherwise ordered by the Court or permitted in writing
8 by the Designating Party, a Receiving Party may disclose any information or item
9 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the
10 recipients listed below under (a)-(g). The Receiving Party as an individual (including,
11 but not limited to, an incarcerated individual) is not permitted to view information or
12 items designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of
17 the Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
24 Vendors to whom disclosure is reasonably necessary for this Action and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or
27 a custodian or other person who otherwise possessed or knew the information;

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10 (i) any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions.

8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
PRODUCED IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation
16 that compels disclosure of any information or items designated in this Action as
17 "CONFIDENTIAL– ATTORNEYS' EYES ONLY," that Party must:

24 (c) cooperate with respect to all reasonable procedures sought to be pursued
25 by the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this
28 action as “CONFIDENTIAL– ATTORNEYS’ EYES ONLY” before a determination

1 by the court from which the subpoena or order issued, unless the Party has obtained
2 the Designating Party's permission. The Designating Party shall bear the burden and
3 expense of seeking protection in that court of its confidential material and nothing in
4 these provisions should be construed as authorizing or encouraging a Receiving Party
5 in this Action to disobey a lawful directive from another court.

6

7 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
8 **PRODUCED IN THIS LITIGATION**

9 (a) The terms of this Order are applicable to information produced by a Non-
10 Party in this Action and designated as "CONFIDENTIAL– ATTORNEYS' EYES
11 ONLY." Such information produced by Non-Parties in connection with this
12 litigation is protected by the remedies and relief provided by this Order. Nothing in
13 these provisions should be construed as prohibiting a Non-Party from seeking
14 additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to
16 produce a Non-Party's confidential information in its possession, and the Party is
17 subject to an agreement with the Non-Party not to produce the Non-Party's
18 confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the Non-Party
20 that some or all of the information requested is subject to a confidentiality agreement
21 with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably
24 specific description of the information requested; and

25 (3) make the information requested available for inspection by the Non-
26 Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this Court within 14
28 days of receiving the notice and accompanying information, the Receiving Party may

1 produce the Non-Party's confidential information responsive to the discovery
2 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
3 not produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Non-Party before a determination by the Court.
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
6 of seeking protection in this Court of its Protected Material.

7

8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
12 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
13 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of this Order,
15 and (d) request such person or persons to execute the "Acknowledgment and
16 Agreement to Be Bound" that is attached hereto as Exhibit A.

17

18 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
27 information covered by the attorney-client privilege or work product protection, the

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1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the Court.

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4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
14 only be filed under seal pursuant to a court order authorizing the sealing of the
15 specific Protected Material at issue; good cause must be shown in the request to file
16 under seal. If a Party's request to file Protected Material under seal is denied by the
17 Court, then the Receiving Party may file the information in the public record unless
18 otherwise instructed by the Court.

19

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, within 60 days of a written request
22 by the Designating Party, each Receiving Party must return all Protected Material to
23 the Producing Party or destroy such material. As used in this subdivision, "all
24 Protected Material" includes all copies, abstracts, compilations, summaries, and any
25 other format reproducing or capturing any of the Protected Material. Whether the
26 Protected Material is returned or destroyed, the Receiving Party must submit a
27 written certification to the Producing Party (and, if not the same person or entity, to
28 the Designating Party) by the 60 day deadline that (1) identifies (by category, where

1 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms
2 that the Receiving Party has not retained any copies, abstracts, compilations,
3 summaries or any other format reproducing or capturing any of the Protected
4 Material. Notwithstanding this provision, counsel are entitled to retain an archival
5 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
6 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
7 work product, and consultant and expert work product, even if such materials contain
8 Protected Material. Any such archival copies that contain or constitute Protected
9 Material remain subject to this Protective Order as set forth in Section 4
10 (DURATION).

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1 **14. VIOLATION OF ORDER**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

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6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED: 03/20/2025

Jiakun Lei

/s/ Jiakun Lei
Attorney for Plaintiff Kelly Robinson

9
10 DATED: 3/20/2025

S. Gray Gilmor

S. Gray Gilmor
Attorney for Defendant P. Castellanos

11
12 DATED: 3/20/2025

Susan E. Coleman

Susan E. Coleman
Martin Kosla
Attorney for Defendant C. Fisher

13
14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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16 DATED: 3/21/2025

Joel Richlin

HON. A. JOEL RICHLIN
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on _____ [date] in the
case of _____ [insert case name and number]. I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court
14 for the Central District of California for the purpose of enforcing the terms of this
15 Stipulated Protective Order, even if such enforcement proceedings occur after
16 termination of this action. I hereby appoint _____ [full
17 name] of _____ [full address and
18 telephone number] as my California agent for service of process in connection with
19 this action or any proceedings related to enforcement of this Stipulated Protective
20 Order.

22 || Date:

23 | City and State where sworn and signed:

25 Printed name:

27 || Signature: